

Conditions of Hire of Facilities

at Malone House



MALONE
HOUSE

Interpretation

- 1.1 These conditions of Hire shall be read and construed in accordance with the Application for hire to which these conditions are annexed.
- 1.2 In these conditions:
 - 'the application' means the Hirer's application for the hire of the facilities.
 - 'the booking' means the booking made on foot of the application.
 - 'the council' means Belfast City Council.
 - 'the General Manager' means the council's Manager of Malone House and includes any person acting under his authority.
 - 'the facilities' means those parts of the Building the subject of the application.
 - 'the Hirer' means the person(s) identified as such in the application.
 - 'the Building' means Malone House, Barnett Demesne, Belfast BT9 5PB
 - 'the relevant event' means the wedding, function, exhibition, conference or other event(s) the subject of the application.

Hire of Facilities

- 2.1 The council permits the Hirer to have use of the facilities for the period, and during the hours, specified in the application for the purpose of the relevant event.
- 2.2 Notwithstanding the permission granted in Clause 2.1, the council reserves the right, exercisable at its entire discretion to refuse admission to the facilities to any particular person or persons in the interests of security and/or good management of the Building.
- 2.3 The hire of facilities shall be for a minimum of two hours.

Hire Charges

- 3.1 The Hirer shall pay to the council the appropriate hire charge(s) ruling at the date of the relevant event as follows:
 - 3.1.1 A non-refundable and non-transferable deposit of 50% shall be payable upon confirmation of the booking.
 - 3.1.2 The balance of the hire charges will be payable at least 30 days prior to the holding of the relevant event where the relevant event is a wedding or social function, or if the company is based outside Northern Ireland and within 30 days in all other cases.
- 3.2 Any ancillary charges will be invoiced by the council after the relevant event and will be paid by the Hirer within 30 days of the date of the invoice.
- 3.3 Interest shall be payable on any overdue charges at the rate of 5% p.a. over base lending rate of Barclays Bank or such other rate or bank that the council may reasonably specify.
- 3.4 The Hirer accepts that the rates of hire payable are those applicable at the date of the relevant event and acknowledges that prices are increased on 1st April each year. The prices stated on the application are estimated only and may be more at the date of the relevant event.
- 3.5 Failure to pay the hire charge(s) within the time specified in Clause 3.1 shall constitute a fundamental breach of these conditions, entitling the council, acting at its entire discretion, to cancel the booking forthwith without notice.
- 3.6 Where the Hirer cancels a booking, the council reserves the right to invoice for the full room hire charge expected for the event.
- 3.7 Any postponement of a relevant event shall be treated as a cancellation for the purposes of Clause 3.6.

Hirer's Obligations

The hirer agrees:

- 4.1 That the facilities will only be used for the relevant event and for no other purpose;
- 4.2 That the relevant event will be conducted in a safe and responsible manner and in accordance with all relevant health and safety and fire regulations and requirements;
- 4.3 The Hirer will have sole responsibility for the administration and organisation of the relevant event, subject to the council's overall administration of the Building;
- 4.4 That all instructions given by the General Manager with regard to the use of the facilities and the organisation of the relevant event are strictly complied with;
- 4.5 That the facilities will be vacated immediately at the end of the hire period and that all property of persons attending the relevant event shall be removed;
- 4.6 That all food and beverage consumed in the building must be purchased from the catering franchisee appointed by the council at any time;
- 4.7 That the council accepts no responsibility for the prices, standards or service of the food and beverage provided by the catering franchisee and the Hirer agrees to settle all accounts for food and beverages and other catering agreements directly with the catering franchisee;
- 4.8 To comply in all respects with all relevant health and safety legislation and fire regulations, and without prejudice to the foregoing to comply with any limitation as to the number of people allowed in a room by any entertainment's license;
- 4.9 Belfast City Council operates a strict no smoking policy in all of its buildings therefore smoking is totally prohibited in all areas within Malone House

- 4.10 That no nails will be driven into the walls or woodwork of any part of the Building and all attachments and decorations are subject to the prior approval of the Manager;
- 4.11 That no confetti may be used either inside or outside Malone House at any time;
- 4.12 That all personal belongings from the Bridal party be removed from Malone House at the end of the evening. Any property not so removed shall be left at the Hirer's risk, and for the avoidance of doubt clause 5.1 shall apply to such property.
- 4.13 That the council may erect advertising in any area of the Building and keep same up during the relevant event.
- 4.14 That Wedding Ceremony only will take place at 12 noon and will vacate the premises/grounds by 1.30pm.
- 4.15 That Wedding Receptions (and ceremony) will only arrive on the premises at 12 noon, 3pm or 6pm.

Liability For Damage

- 5.1 The council accept no responsibility for any theft, loss or damage to any property of the Hirer or any of their guests.
- 5.2 The Hirer will be responsible for all damage caused to the Building and will indemnify the council against all losses, damages, costs and expenses incurred or suffered by the council as a result thereof (except in respect of any damage caused by the council, its agents or employees or otherwise not being attributable to the holding of the relevant event).
- 5.3 Any invoice submitted by the council for the costs of repairing damage shall be payable in accordance with the provisions of Clauses 3.2 and 3.3.

Indemnity & Insurance

- 6.1 The Hirer shall be responsible for and keep the council fully indemnified against all damage (including damage to the Building and the facilities), damages, losses, costs, expenses, actions, demands, claims and liabilities made against or

incurred by the council (save to the extent that the same should arise from any negligent act or omission of the council) arising out of:

- 6.1.1 any act, omission or negligence of the Hirer or any person or persons at the Building expressly or implicitly with the Hirer's authority or consent; or
- 6.1.2 any breach by the Hirer of these conditions.

Termination

- 7.1 In the event of any breach or non-observance of these conditions by the Hirer, or by any person involved in the organisation of the relevant event, then the council may revoke with immediate effect the permission to use, or to have continued use of, the facilities.
- 7.2 Notwithstanding any acceptance of the application, the council reserves the right at its discretion, but for reasonable cause, to cancel the booking at any time, provided that as much notice thereof as reasonably possible shall be given to the Hirer and that all charges paid are refunded. The council will not be liable in such an event for any consequential losses alleged to be suffered by the Hirer as a result of the cancellation.

General

- 8.1 The Staff of the council shall be entitled to access all parts of the Building for the purpose of inspection, management and supervision.
- 8.2 The permission hereby granted is not transferable by the Hirer, unless with the written consent of the General Manager, who shall have entire discretion.
- 8.3 The council reserve the right to change the room(s) hired by the Hirer but this will only be done for valid reasons.
- 8.4 The council reserve the right to hire other rooms in the Building at the time of the relevant event.
- 8.5 Belfast City Council does not pay commission on any bookings, and shall not consider any claims for same

- 8.6 The courts of Northern Ireland shall have exclusive jurisdiction for the purpose of any legal proceedings arising from the contact constituted from the council's acceptance of the application.
- 8.7 For all social events (to include, wedding receptions, parties, funerals etc), payment will only be accepted by either debit or credit card (no pre paid cards will be accepted). We are no longer able to accept cash, cheques or bankers drafts.
- 8.8 The council reserve the right to employ extra security staff if in the council's reasonable opinion it feels it is necessary for the event. This will be decided after carrying out a risk assessment and in these circumstances the cost will be borne by the hirer.

Fireworks

Firework displays will only be permitted if the following conditions have been carefully adhered to:

- 9.1 Displays must take place at a specific time as determined by management (which will be no later than 10.30pm)
- 9.2 Fireworks must be displayed from a designated position as determined by Management.
- 9.3 Permission must be sought from the Northern Ireland Office at Stormont.
- 9.4 An Advertisement giving details of the forthcoming display must be placed in the local newspaper e.g. the South Belfast Post.
- 9.5 The local PSNI station must be informed of the display.
- 9.6 The display must be co-ordinated by a fully licensed firework operator with a public liabilities certificate (certificate must be produced at least 10 working days prior to the display).